



March 24, 2017

**Mr. Eric Eisenberg & Lorena Parker
Board President & Executive Director
San Pedro Property Owners' Alliance
Business Improvement District
6th & Ocean Gateway Monument Entry
Phase 1 Concept Design**

Dear Eric and Lorena,

Thank you very much for taking the time to meet with me on Wednesday. I'm very truly looking forward to being involved with the redevelopment of San Pedro, and revitalizing the historic and business district that has formed such a historic and charming area of Southern California.

After hearing your teams concerns of night visibility, I included a "night view" for each of the (2) designs which I wouldn't typically do primarily because its a lot more work, but feel it will best address your concerns and aid in recognizing what is needed for the fabrication and cost estimation process.

Because of the impact of viewing from the side angles and entry from Ocean Blvd. (specifically branding for visibility purposes from all 4 sides), I tend to feel creating the 3D model with respective perspective views is the best way to go.

Included in the pages that follow are an outline of the proposed scope, deliverables, and payment schedule.

We sincerely look forward to working with you and are committed to providing you the best possible design consultation for this project. Please don't hesitate to contact me should you have any questions.

Thank you.

Sincerely,
Erik Chrestensen

Erik Chrestensen

Creative Development | Art Direction | Graphic Design

www.chrestensendesign.com + chrestensen@earthlink.net + 714.458.1973

Contact: Christine & Erik Chrestensen



Proposal for 6th and Ocean Gateway Monument:

Overview and Design Process:

Designer (Chrestensen Design) will work with client to produce a concept level design of the 6th and Ocean gateway monument. All drawings will be produced at 11" x 17" size unless specified by the client. This current proposal does not include specification of graphics and call-outs/finishes in schematic detail. This would be performed in the next phase as the purpose of this step is to provide a rich look and feel that can be agreed upon for the Business Improvement District.

Outline of Work to be Performed:

Design of (2) Monument Concepts (referencing Santa Monica Pier Gateway) that will include:

- Descriptive San Pedro Name and other required identification information (provided by client)
- (4) 3D day perspective views for each gateway monument option (8 total)
- (1) 3D night perspective view for each gateway monument option (2 total)

Total Fee:

\$7,800 (NTE without prior approval)

*All changes / revisions to be billed at hourly rate

OPTIONAL additional line item element:

Visioning / Mood Boards for Historical reference:

- Images gathered independently or provided by client to create (2) relevant boards for reference that address the historical and stylistic significance of the project

Total Fee:

\$1,000 (NTE without prior approval)

*All changes / revisions to be billed at hourly rate



Project Task / Schedule (4 weeks):

03/30/17 - 04/30/17

Payment:

Payment Terms: Payment #1 of 2: \$3900 startup (03/30/17)

Payment #2 of 2: remaining balance due at delivery of package (04/30/17)

*ALL CHECKS PAYABLE TO ERIK CHRESTENSEN

Proofing

All fees outlined in this proposal are for professional services only and do not include third-party expenses including but not limited to sales tax, illustration, photography, copywriting, etc. stakeholders will be available for creative review feedback and approvals with Chrestensen Design. For timing and budgeting purposes, we have assumed that all deliverables, unless otherwise specified, and that consolidated feedback from your team will be provided within 48 hours of any presentation of our work.

Approval

Name: _____

Signature: _____

Title: _____

Date: _____

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Authorization	Chrestensen Design will begin work on a design assignment upon receipt of client signature authorizing the Proposal and start-up fee which details the professional fees for an assignment.
Fees	Any out-of-pocket expenses or additional services (ie: press checks, color printouts, delivery services) required from Chrestensen Design will be billed on completion of printing. If the final scope or design requirements of the project change, any such changes will be billed at our hourly design rate.
Additional Costs	Services such as supervision of photography, press checks, attendance at off-site meetings, or consumer research are billed at an hourly rate.
Electronic Art	Due to the evolving nature of digital art preparation and production, Chrestensen Design represents that each preliminary art concept can be reproduced using current standards of print production, but not necessarily exactly as shown in a preliminary concept phase.
Vendors	Chrestensen Design is not responsible for the failure of suppliers or vendors, such as printers or photographers.
Design Rights	Each design in final art form, accepted and approved for use by the client, becomes the property of the client upon payment of the final invoice. All other concepts and designs remain the property of Chrestensen Design, as is standard in the design profession. If the client chooses more than one design presented for completion to final art, it is expressly agreed that further development be carried out by Chrestensen Design at additional cost and to be billed separately. Granting of any right or copyright is conditional upon receipt of final payment. We reserve the right to use any designs developed for our clients as samples of our capabilities, which we may use or reproduce in any reasonable way for our own use.
Design Protection	Trademarks, trade names, and designs developed by Chrestensen Design are believed to be original and are never intended to infringe on the commercial rights of others. However, due to the complexity of copyright/trademark registration and clearance, we cannot insure that our clients will always be protected from claims by others. Therefore, we strongly recommend that the client utilizes their own counsel concerning both legal availability and ability to register any developed designs, names, or marks as soon as they are approved. If a client's search reveals that the design, name and or mark developed by Chrestensen Design and selected by the client is not legally available, the client will have the right to select an alternative from one of those developed. Furthermore, it is the client's responsibility to ensure no copyright or trademarks are being infringed upon.



Final Artwork	We try to prepare accurate final artwork for reproduction, however, after the client's approval of final artwork, errors in copy, art, typesetting and printing become the responsibility of the client. Chrestensen Design encourages the use of professional proofreaders to ensure accuracy, before printing and/or launching digital media.
Timing	Estimates of timing in the process are based on our understanding of the project and depend on the timely receipt of information, copy in electronic digital form, and approvals from the client when required.
Indemnification	The client agrees to indemnify and hold harmless, Chrestensen Design, its officers, and its employees against any and all losses, claims, damages, expenses, or liabilities, including attorney's fees and costs, which we may incur based upon any defects in products manufactured and any information or data furnished or prepared by, or at the request of the client, for use by us. We agree to give prompt notice to, and the right for, the client to defend any claims.
Termination	In the event that this project is canceled before it's completion, before termination, Chrestensen is entitled to be paid for work completed to that date. Either party may terminate this contract for any reason upon 14 days written notice to the other party.
Dispute Resolution	The client agrees that any dispute or controversy, which may arise in the interpretation or performance of this agreement or project, shall be governed by the laws of the State of California as it relates to contracts. In the event of any legal action to enforce any terms of this contract, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
Recognition	Chrestensen reserves the right to include any project artwork in our portfolio, to include client names on our client list, and to include a site tag on websites produced by Chrestensen Design.